

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Michael Watts	12/08/2010
RECEIVING PARTY DATA	
Name:	Cochran Inc.
Street Address:	12500 Aurora Avenue North
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98133
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13270899
CORRESPONDENCE DATA	
Fax Number:	(206)224-0779
Phone:	(206)682-8100
Email:	efiling@cojk.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Brandon C. Stallman, Esq.
Address Line 1:	Christensen O'Connor Johnson Kindness
Address Line 2:	1420 Fifth Avenue, Suite 2800
Address Line 4:	Seattle, WASHINGTON 98101-2347
ATTORNEY DOCKET NUMBER:	CCHN135973
NAME OF SUBMITTER:	Brandon C. Stallman
Total Attachments: 4 source=35973_Assignment#page1.tif source=35973_Assignment#page2.tif source=35973_Assignment#page3.tif source=35973_Assignment#page4.tif	

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EXHIBIT "A"

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT OF PATENT RIGHTS ("Assignment") is executed by the parties on the date set forth below their signatures but is made to be retroactively effective as of April 13, 2010 ("Effective Date") by and among MICHAEL WATTS, an individual ("Assignor") and COCHRAN INC., a Washington corporation ("Assignee").

RECITALS

- A. Assignor owns all (100%) of the Patent Rights (defined below).
- B. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all Assignor's right, title and interest in and to the Patent Rights.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of his right, title and interest in and to the "Patent Rights." For purposes of this Assignment, "Patent Rights" shall mean: (i) the following pending patent applications and foreign and international equivalents thereto, including U.S. Application No. 12/760,477, filed on April 14, 2010, U.S. Provisional Application No. 61/169,272, filed April 14, 2009, and Patent Cooperation Treaty Application No. PCT/US2010/031122, filed April 14, 2010, all entitled "AUTOMATED SHORE POWER SYSTEM", (ii) continuation and divisional applications and foreign equivalents that claim the same invention(s) and priority date as any of the foregoing, (iii) continuation-in-part applications that repeat a substantial portion of any of the foregoing applications, (iv) Letters Patent or the equivalent issued on any of the foregoing applications throughout the world, and (v) amendments, extensions, renewals, reissues, and re-examinations of any of the foregoing.
2. Assumption Agreement. Assignee does hereby assume, covenant and agree fully, completely and timely to perform, comply with and discharge each of the duties and obligations of Assignor accruing or occurring after the date hereof with respect to the Patent Rights.
3. Successors and Assigns; Benefit. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto, and any of their respective successors and assigns that have been consented to in writing by the other parties which consent shall not be unreasonably conditioned, withheld or delayed. Nothing in this Assignment, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Assignment.

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4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Washington without regard to conflict of law principles thereof.

5. Counterparts; Signatures. This Assignment may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile or other method of electronic transmission of any signed original of this Assignment and/or retransmission of any signed transmission shall be the same as delivery of an original.

6. Amendment and Modification. This Assignment may be amended, modified and supplemented only by written agreement of all the parties with respect to any of the terms contained herein.

7. Representations and Warranties. Assignor represents and warrants to Assignee that:

(a) As of the Effective Date, there are no liens or encumbrances affecting the Patent Rights and, to the best of Assignor's actual knowledge, no third party claims asserting any interest in the Patent Rights inconsistent with the assignment reflected herein; and

(b) Assignment of the Patent Rights are contemplated herein will not result in a breach of any agreement to which Assignor is party.

8. Notices. Any notice to be given or served upon Assignor or Assignee in connection with this Assignment must be in writing (which may include facsimile and email) and will be deemed to have been given and received when delivered to the address specified by the party to receive the notice or when delivered via facsimile transmission or email. Such notices will be given to a party at the address set forth beneath their signatures on the signature page of this Assignment. Any party may, at any time by giving five (5) calendar days' prior written notice to the other party, designate any other address in substitution of the foregoing address to which notices will be given.

9. Attorney's Fees and Costs. In the event any proceeding or suit is brought to enforce this Assignment, the prevailing party shall be entitled to all reasonable attorneys' fees and costs paid or incurred by such party in connection with any action, suit or proceeding to enforce the other's obligations under this Assignment. The phrase "attorneys' fees and costs" means the fees, costs, and expenses of counsel to the parties hereto, which may include allocable fees and costs of in-house counsel, disbursements, court costs, printing, photostating, duplicating and other statutory and non-statutory expenses, air freight charges, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall also include, without limitation, all such fees, costs, and expenses incurred with respect to appeals, arbitrations, and bankruptcy proceedings, and whether or not any action or proceeding is brought with respect to the matter for which said fees, costs, or expenses were incurred.

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10. Headings. The Article and Section headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

11. Entire Agreement. This Assignment embodies the entire agreement and understanding of the parties in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Assignment supersedes all prior agreements and understandings among the parties hereto with respect to such subject matters contained herein.

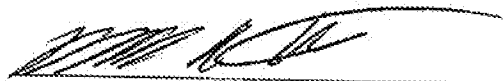
[SIGNATURE PAGE FOLLOWS]

EXECUTION COPY

IN WITNESS WHEREOF, the parties hereto have made this Assignment to be retroactively effective of the Effective Date first written above.

ASSIGNOR

Date: December
November 8, 2010

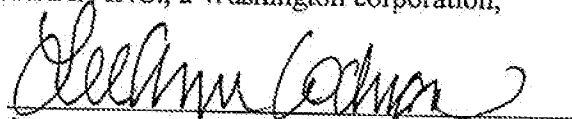


Michael Watts
11810 37th Drive SE
Everett, Washington 98208

ASSIGNEE

Date: December
November 8, 2010

COCHRAN INC., a Washington corporation,

By: 

LeeAnn Cochran, Chief Executive Officer
12500 Aurora Avenue North
Seattle, Washington 98133

Signed before me by Michael Watts and
LeeAnn Cochran this 8th day of December 2010.
Laura Smith



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